# State of Utah Department of Administrative Services **Division of Facilities Construction and Management**F. Keith Stepan, Director

### Request For Bids For Construction Services Two-Stage Bidding Process

Stage II – General Contractor Bidders List Invitation to Bid

May 2, 2005

# DEE EVENT CENTER NORTH STAIRWAY REPLACEMENT WEBER STATE UNIVERSITY

Ogden, Utah

DFCM Project No. 05072810

Pinegar Design Group

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General Conditions dated March 20, 2002 --- Attached by Reference

### TECHNICAL SPECIFICATIONS:

### **DRAWINGS:**

### **INVITATION TO BID**

### ONLY CONTRACTORS PREVIOUSLY SHORT-LISTED DURING STAGE I ARE ALLOWED TO BID ON THIS PROJECT

The State of Utah - Division of Facilities Construction and Management (DFCM) is requesting bids for the construction of the following project:

# DEE EVENT CENTER NORTH STAIRWAY REPLACEMENT WEBER STATE UNIVERSITY, OGDEN, UTAH DFCM PROJECT NO: 05072810

Project includes removal of existing concrete stairway and installation of concrete ramps, walls and landing at north side of Dee Event Center, Weber State University, Ogden, Utah. Construction cost estimate: \$285,000.

| FIRM NAME                      | POINT OF CONTACT      | PHONE          | <u>FAX</u>     |
|--------------------------------|-----------------------|----------------|----------------|
| ABCO Construction, Inc.        | Mr. Reed Price        | (435) 723-3770 | (435) 723-3311 |
| Ascent Construction            | Mr. Dan Wall          | (801) 299-1711 | (801) 299-0663 |
| Bellock Construction, Inc      | Ms. Melody Bellock    | (801) 277-7805 | (801) 277-5751 |
| Broderick and Henderson Const  | Mr. Gary Broderick    | (801) 225-9213 | (801) 225-4697 |
| Cal Wadsworth Construction     | Mr. Cal Wadsworth     | (801) 208-1957 | (801) 208-1975 |
| Chad Husband Construction, In- | cMr. Richard Marshall | (801) 972-1146 | (801) 886-1784 |
| Comtrol Inc.                   | Mr. Ralph B. Burk     | (801) 561-2263 | (801) 561-2305 |
| Darrell Anderson Construction  | Mr. James Anderson    | (435) 752-6860 | (435) 752-7606 |
| Garff Construction             | Mr. Phil Henriksen    | (801) 973-4248 | (801) 972-1928 |
| Gramoll Construction           | Mr. Ken Romney        | (801) 295-2341 | (801) 295-2356 |
| Jepson Construction            | Mr. Rick Jepson       | (801) 774-8860 | (801) 773-8980 |
| Kay General Contracting        | Mr. Clark Kay         | (801) 465-4387 | (801) 465-1125 |
| Keller Construction            | Mr. S. Daniel Hill    | (801) 972-1018 | (801) 972-1063 |
| McCullough Engineering         | Mr. Jim McCullough    | (801) 466-4949 | (801) 466-4989 |
| Saunders Construction          | Mr. Edward Saunders   | (801) 782-7830 | (801) 782-7856 |
| Spectrum Construction of Utah  | Mr. Ronald Snowden    | (801) 915-6222 | (801) 607-2203 |
| Valley Design and Construction | Mr. Corey King        | (801) 927-9542 | (801) 927-9544 |
| Wade Payne Construction, Inc.  | Mr. Wade Payne        | (801) 226-6144 | (801) 226-7772 |

The bid documents will be available on Monday, May 2, 2005 at 10:00 AM from DFCM at 4110 State Office Building, Salt Lake City, Utah 84114, telephone (801)538-3018 and on the DFCM web page at <a href="http://dfcm.utah.gov">http://dfcm.utah.gov</a>. For questions regarding this project, please contact Bob Anderson, Project Manager, DFCM, at (801)652-6754. No others are to be contacted regarding this project.

A **MANDATORY** pre-bid meeting and site visit will be held at 10:00 AM on Tuesday, May 10, 2005 at the WSU Dee Event Center north stairway, Ogden, Utah. All short listed prime contractors wishing to bid on this project must attend this meeting.

Bids must be submitted by 3:00 PM on Wednesday, May 18, 2005 to DFCM, 4110 State Office Building, Salt Lake City, Utah 84114. Bids will be opened and read aloud in the DFCM Conference Room, 4110 State Office Building, Salt Lake City, Utah. Note: Bids must be received at 4110 State Office Building by the specified time. The contractor shall comply with and require all of its subcontractors to comply with the license laws as required by the State of Utah.

A bid bond in the amount of five percent (5%) of the bid amount, made payable to the Division of Facilities Construction and Management on DFCM's bid bond form, shall accompany the bid. The Division of Facilities Construction & Management reserves the right to reject any or all bids or to waive any formality or technicality in any bid in the interest of the State.

DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT SUSAN L. SMITH, CONTRACT COORDINATOR 4110 State Office Bldg., Salt Lake City, Utah 84114

### STAGE II BIDDING PROCESS

# ONLY CONTRACTORS PREVIOUSLY SHORT-LISTED DURING STAGE I ARE ALLOWED TO BID ON THIS PROJECT

### 1. <u>Invitational Bid Procedures</u>

Invitation to Bid: DFCM will notify each short-listed firm via e-mail and/or fax when a project is ready for construction services.

Bid Documents: Bidding documents including plans and specifications (if applicable) may be obtained by accessing DFCM's web page at <a href="http://dfcm.utah.gov">http://dfcm.utah.gov</a> or at DFCM's office 4110 State Office Building, Salt Lake City, Utah 84114.

Mandatory Pre-Bid Site Meeting: If required, the schedule contained in this document will indicate the date, time, and place of the mandatory pre-bid site meeting. At this meeting, contractors will receive additional instructions about the project and have an opportunity to ask questions about project details. If a firm fails to attend a pre-bid site meeting labeled "Mandatory" they will not be allowed to bid on the project.

Written Questions: The schedule contained in this document will indicate the deadline for submitting questions in writing to the DFCM project manager pertaining to this project.

Final Addendum: The schedule contained in this document will indicate the deadline for DFCM issuing the final addendum clarifying questions and changes to the scope of work. Contractors are responsible for obtaining and responding to information contained in the addenda.

Submitting Bids: Bids must be submitted to DFCM 4110 State Office Building, Salt Lake City, Utah 84114 by the deadline indicated on the schedule contained in this document. Bids submitted after the deadline will not be accepted. Bids will be opened at DFCM on the date, time, and place indicated on the schedule. (Additional information pertaining to bidding is contained later in this document)

Subcontractors List: The firm selected for the project must submit a list of all subcontractors by the deadline indicated on the schedule contained in this document. (Additional information pertaining to subcontractor lists is contained later in this document)

### 2. **Drawings and Specifications, Other Contract Documents**

Drawings and Specifications, as well as other available Contract Documents, may be obtained as stated in the Notice to Contractors.

Stage II – Bidding Process Page No. 2

### 3. **Bids**

Before submitting a bid, each bidder shall carefully examine the Contract Documents; shall visit the site of the Work; shall fully inform themselves as to all existing conditions and limitations; and shall include in the bid the cost of all items required by the Contract Documents. If the bidder observes that portions of the Contract Documents are at variance with applicable laws, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the bidder shall promptly notify the DFCM Program Director and the necessary changes shall be accomplished by Addendum.

The bid, bearing original signatures, must be typed or handwritten in ink on the Bid Form provided in the procurement documents and submitted in a sealed envelope at the location specified by the Notice to Contractor's prior to the published deadline for the submission of bids.

Bid bond security, in the amount of five percent (5%) of the bid, made payable to the Division of Facilities Construction and Management, shall accompany bid. THE BID BOND MUST BE ON THE BID BOND FORM PROVIDED IN THE PROCUREMENT DOCUMENTS IN ORDER TO BE CONSIDERED AN ACCEPTABLE BID.

If the bid bond security is submitted on a bid bond form other than the Owner's required bid bond form, and the bid security meets all other legal requirements, the bidder will be allowed to provide an acceptable bid bond by the close of business on the next business day following notification by Owner of submission of a defective bid bond security. **Note:** A cashier's check cannot be used as a substitute for a bid bond.

### 4. Contract and Bond

The Contractor's Agreement will be in the form bound in the specifications. The Contract Time will be as indicated in the bid. The successful bidder, simultaneously with the execution of the Contract Agreement, will be required to furnish a performance bond and a payment bond, both bearing original signatures, upon the forms provided in the procurement documents. The performance and payment bonds shall be for an amount equal to one hundred percent (100%) of the Contract Sum and secured from a company that meets the requirements specified in the requisite forms. Any bonding requirements for Subcontractors will be specified in the Supplementary General Conditions.

### 5. <u>Listing of Subcontractors</u>

Listing of Subcontractors shall be as summarized in the "Instructions and Subcontractor's List Form", which are included as part of these Contract Documents. The subcontractors list shall be delivered to Owner or faxed to Owner at (801)538-3677 within 24 hours of the bid opening. Requirements for listing additional subcontractors will be listed in the Contract Documents.

DFCM retains the right to audit or take other steps necessary to confirm compliance with requirements for the listing and changing of subcontractors. Any contractor who is found to not be in compliance with these requirements is subject to a debarment hearing and may be debarred from consideration for award of contract for a period of up to three years.

### 6. Interpretation of Drawings and Specifications

If any person or entity contemplating submitting a bid is in doubt as to the meaning of any part of the drawings, specifications or other Contract Documents, such person shall submit to the DFCM Project Manager a request for an interpretation thereof. The person or entity submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by Addenda duly issued and a copy of such Addenda will be mailed or delivered to each person or entity receiving a set of documents. Neither the Owner nor the Consultant will be responsible for any other explanations or interpretations of the proposed documents.

### 7. Addenda

Any Addenda issued during the time of bidding shall become part of the Contract Documents made available to the bidders for the preparation of the bid, shall be covered in the bid, and shall be made a part of the Contract.

### 8. **Award of Contract**

The Contract will be awarded as soon as possible to the lowest, responsive and responsible bidder, based on the lowest combination of base bid and acceptable prioritized alternates, provided the bid is reasonable, is in the interests of the Owner to accept and after applying the Utah Preference Laws in U.C.A. Title 63, Chapter 56. The Owner reserves the right to waive any technicalities or formalities in any bid or in the bidding. Alternates will be accepted on a prioritized basis with Alternate 1 being highest priority, Alternate 2 having second priority, etc.

### 9. **DFCM Contractor Performance Rating**

DFCM will evaluate the performance of the Contractor. This evaluation may include comments from the User. The Contractor will have an opportunity to review and comment on the evaluation. Evaluations, including the Contractor's comments, may be considered in future selection in the evaluation of the Contractor's past performance.

### 10. <u>Licensure</u>

The Contractor shall comply with and require all of its Subcontractors to comply with the license laws as required by the State of Utah.

### 11. Right to Reject Bids

The Owner reserves the right to reject any or all Bids.

### 12. <u>Time is of the Essence</u>

The completion deadline for this project is **August 5, 2005**. Failure to meet the completion deadline may result in a poor performance rating from DFCM which may have a negative impact on your firm's ability to obtain future work with the state of Utah and may also result in liquidated damages being assessed. Time is of the essence in regard to all the requirements of the Contract Documents.

### 13. Withdrawal of Bids

Bids may be withdrawn on written request received from bidders within 24 hours after the bid opening if the contractor has made an error in preparing the bid.

### 14. **Product Approvals**

Where reference is made to one or more proprietary products in the Contract Documents, but restrictive descriptive materials of one or more manufacturer(s) is referred to in the Contract Documents, the products of other manufacturers will be accepted, provided they equal or exceed

Stage II – Bidding Process Page No. 5

the standards set forth in the drawings and specifications and are compatible with the intent and purpose of the design, subject to the written approval of the Consultant. Such written approval must occur prior to the deadline established for the last scheduled addenda to be issued. The Consultant's written approval will be in an issued Addendum. If the descriptive material is not restrictive, the products of other manufacturers specified will be accepted without prior approval provided they are compatible with the intent and purpose of the design as determined by the Consultant.

### 15. Financial Responsibility of Contractors, Subcontractors and Sub-subcontractors

Contractors shall respond promptly to any inquiry in writing by the Owner to any concern of financial responsibility of the Contractor, Subcontractor or Sub-subcontractor.

### 16. **Debarment**.

By submitting a bid, the Contractor certifies that neither it nor its principals, including project and site managers, have been, or are under consideration for, debarment or suspension, or any action that would exclude such from participation in a construction contract by any governmental department or agency. If the Contractor cannot certify this statement, attach to the bid a detailed written explanation which must be reviewed and approved by the Owner as part of the requirements for award of the Project.

### PROJECT SCHEDULE

### **Stage II = Two-Stage Bidding Process**

PROJECT NAME: DEE EVENT CENTER NORTH STAIRWAY REPLACEMENT

WEBER STATE UNIVERSITY, OGDEN, UTAH

**DFCM PROJECT #** 05072810

| Event   | Day       | Date           | Time    | Place   |
|---|-----------|----------------|---------|---|
| Stage II Bidding Documents<br>Available   | Monday    | May 2, 2005    |         | DFCM, 4110 State Office<br>Building, SLC, UT and<br>DFCM web site * |
| Mandatory Pre-bid Site<br>Meeting   | Tuesday   | May 10, 2005   |         | Dee Event Center north<br>stairway, WSU, Ogden,<br>UT               |
| Last Day to Submit<br>Questions   | Friday    | May 13, 2005   |         | DFCM, 4110 State Office<br>Building, SLC, UT                        |
| Final Addendum Issued   | Monday    | May 16, 2005   |         | DFCM, 4110 State Office<br>Building, SLC, UT or<br>DFCM web site*   |
| Prime Contractors Turn in<br>Bid and Bid Bond / Bid<br>Opening in DFCM<br>Conference Room | Wednesday | May 18, 2005   |         | DFCM, 4110 State Office<br>Building, SLC, UT                        |
| Subcontractors List Due   | Thursday  | May 19, 2005   |         | DFCM, 4110 State Office<br>Building, SLC, UT                        |
| Project Completion Date   | Friday    | August 5, 2005 | 4:00 PM |   |

<sup>\*</sup> DFCM's web site address is http://dfcm.utah.gov

### **BID FORM**

| NAME OF BIDDER DA   | IE   |
|---|--|
|   |  |
| To the Division of Facilities Construction and Management   |  |
| 4110 State Office Building  |  |
| Salt Lake City, Utah 84114  |  |
| The undersigned, responsive to the "Notice to Contractors" and in accordance for the <b>DEE EVENT CENTER NORTH STAIRWAY REPLACEMENT, UNIVERSITY, OGDEN, UTAH</b> and having examined the Contract Docume proposed Work and being familiar with all of the conditions surrounding the c Project, including the availability of labor, hereby proposes to furnish all labor required for the Work in accordance with the Contract Documents as specified forth and at the price stated below. This price is to cover all expenses incurred required under the Contract Documents of which this bid is a part: | WEBER STATE ents and the site of the construction of the proposed r, materials and supplies as d and within the time set |
| I/We acknowledge receipt of the following Addenda:  |  |
| For all work shown on the Drawings and described in the Specifications and C agree to perform for the sum of:   | Contract Documents, I/we   |
| DOLI  | LARS (\$)  |
| (In case of discrepancy, written amount shall govern)   | ,  |
| I/We guarantee that the Work will be Substantially Complete by <b>August 5, 20</b> successful bidder, and agree to pay liquidated damages in the amount of <b>\$500</b> . after expiration of the Contract Time as stated in Article 3 of the Contractor's  | .00 per day for each day   |
| This bid shall be good for 45 days after bid opening.   |  |
| Enclosed is a 5% bid bond, as required, in the sum of   |  |
| The undersigned Contractor's License Number for Utah is   | <u>.                                    </u>   |
| Upon receipt of notice of award of this hid, the undersigned agrees to execute  | the contract within ten (10)   |

Upon receipt of notice of award of this bid, the undersigned agrees to execute the contract within ten (10) days, unless a shorter time is specified in Contract Documents, and deliver acceptable Performance and Payment bonds in the prescribed form in the amount of 100% of the Contract Sum for faithful performance of the contract. The Bid Bond attached, in the amount not less than five percent (5%) of the above bid sum, shall become the property of the Division of Facilities Construction and Management as liquidated damages for delay and additional expense caused thereby in the event that the contract is not executed and/or acceptable 100% Performance and Payment bonds are not delivered within time set forth.

### BID FORM PAGE NO. 2

| Type of Organization:                          |                         |
|--|-------------------------|
| (Corporation, Partnership, Individual, etc.)   |                         |
| Any request and information related to Utah Pr | reference Laws:         |
|  |                         |
| •  | Respectfully submitted, |
|  | Name of Bidder          |
|  | ADDRESS:                |
|  |                         |
|  | Authorized Signature    |
|  | Authorized Signature    |

### **BID BOND**

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

### KNOW ALL PERSONS BY THESE PRESENTS:

| That the "Principal," and , with its p under the laws of the State of, with its p business in this State and U. S. Department of the Treasury Listed, Securities on Federal Bonds and as Acceptable Reinsuring Compa the STATE OF UTAH, hereinafter referred to as the "Obligee," accompanying bid), being the sum of this Bond to which pay administrators, successors and assigns, jointly and severally, firm  | nies); hereinafter ro<br>in the amount of<br>ment the Principa   | eferred to as the "Surety," are held and firmly bound unto \$ (5\% of the al and Surety bind themselves, their heirs, executors,  |
|---|--|---|
| THE CONDITION OF THIS OBLIGATION IS SUbid incorporated by reference herein, dated as shown, to enter into   | CH that whereas the contract in writing  | he Principal has submitted to Obligee the accompanying ng for the   |
|   |  | Project.  |
| NOW, THEREFORE, THE CONDITION OF THE execute a contract and give bond to be approved by the Obligee for in writing of such contract to the principal, then the sum of the damages and not as a penalty; if the said principal shall execute performance thereof within ten (10) days after being notified in world. It is expressly understood and agreed that the liability of the penal sum of this Bond. The Surety, for value received, hereby story for a term of sixty (60) days from actual date of the bid opening. | or the faithful performance amount stated about a contract and girting of such contract Surety for any and | ove will be forfeited to the State of Utah as liquidated<br>ve bond to be approved by the Obligee for the faithful<br>ract to the Principal, then this obligation shall be null and<br>ad all defaults of the Principal hereunder shall be the full |
| <b>PROVIDED, HOWEVER,</b> that this Bond is executed as amended, and all liabilities on this Bond shall be determined length herein.  | pursuant to provisi<br>in accordance with  | ions of Title 63, Chapter 56, Utah Code Annotated, 1953, h said provisions to same extent as if it were copied at   |
| <b>IN WITNESS WHEREOF,</b> the above bounden parties below, the name and corporate seal of each corporate party be representative, pursuant to authority of its governing body.   | have executed this<br>eing hereto affixe   | instrument under their several seals on the date indicated ed and these presents duly signed by its undersigned   |
| <b>DATED</b> this day of,   | 20   |   |
| Principal's name and address (if other than a corporation):   | Pr   | incipal's name and address (if a corporation):  |
|   |  |   |
| By:   | By   | r   |
| Title:  | Tit  | tle:(Affix Corporate Seal)  |
|   | -  | (Affix Corporate Seal)  |
|   |  | rety's name and address:  |
|   | _  |   |
| STATE OF) ss.   | By   | ·   |
| COUNTY OF   | Бу   | Attorney-in-Fact (Affix Corporate Seal)   |
| On this day of, 20, personally whose identity is personally known to me or proved to me on the that he/she is the Attorney-in-fact of the above-named Surety C complied in all respects with the laws of Utah in reference to beco acknowledged to me that as Attorney-in-fact executed the same.   | ompany, and that   | he/she is duly authorized to execute the same and has   |
| Subscribed and sworn to before me this day of<br>My Commission Expires:<br>Resides at:  |  | 20  |
|   |  | OTARY PUBLIC  |
| Agency:   | ll l   |   |
| Address: Phone:   |  | Approved As To Form: August 20, 2002<br>By Alan S. Bachman, Asst Attorney General   |

DFCM FORM 7b-2 012405

# **DFCM**

Division of Facilities Construction and Management 4110 State Office Building, Salt Lake City, UT 84114 Telephone (801)538-3018 Facsimile (801) 538-3677

# INSTRUCTIONS AND SUBCONTRACTORS LIST FORM

The three low bidders, as well as all other bidders that desire to be considered, are required by law to submit to DFCM within 24 hours of bid opening a list of <u>ALL</u> first-tier subcontractors, including the subcontractor's name, bid amount and other information required by Building Board Rule and as stated in these Contract Documents, on the following basis:

# PROJECTS UNDER \$500,000 - ALL SUBS \$20,000 OR OVER MUST BE LISTED PROJECTS \$500,000 OR MORE - ALL SUBS \$35,000 OR OVER MUST BE LISTED

- Any additional subcontractors identified in the bid documents shall also be listed.
- The DFCM Director may not consider any bid submitted by a bidder if the bidder fails to submit a subcontractor list meeting the requirements of State law.
- List subcontractors for base bid as well as the impact on the list that the selection of any alternate may have.
- Bidder may not list more than one subcontractor to perform the same work.
- Bidder must list "Self" if performing work itself.

### **LICENSURE:**

The subcontractor's name, the type of work, the subcontractor's bid amount, and the subcontractor's license number as issued by DOPL, if such license is required under Utah Law, shall be listed. Bidder shall certify that all subcontractors, required to be licensed, are licensed as required by State law. A subcontractor includes a trade contractor or specialty contractor and does not include suppliers who provide only materials, equipment, or supplies to a contractor or subcontractor.

### **BIDDER LISTING 'SELF' AS PERFORMING THE WORK:**

Any bidder that is properly licensed for the particular work and intends to perform that work itself in lieu of a subcontractor that would otherwise be required to be on the subcontractor list, must insert the term 'Self' for that category on the subcontractor list form. Any listing of 'Self' on the sublist form shall also include the amount allocated for that work.

### <u>'SPECIAL EXCEPTION'</u>:

A bidder may list 'Special Exception' in place of a subcontractor when the bidder intends to obtain a subcontractor to perform the work at a later date because the bidder was unable to obtain a qualified or reasonable bid under the provisions of U.C.A.Section 63A-5-208(4). The bidder shall insert the term 'Special Exception' for that category of work, and shall provide documentation with the subcontractor list describing the bidder's efforts to obtain a bid of a qualified subcontractor at a reasonable cost and why the bidder was unable to obtain a qualified subcontractor bid. The Director must find that the bidder complied in good faith with State law requirements for any 'Special Exception' designation, in order for the bid to be considered. If awarded the contract, the Director shall supervise the bidder's efforts to obtain a qualified subcontractor bid. The amount of the awarded contract may not be adjusted to reflect the actual amount of the subcontractor's bid. Any listing of 'Special Exception' on the sublist form shall also include amount allocated for that work.

DFCM FORM 7b-2 012405

## INSTRUCTIONS AND SUBCONTRACTORS LIST FORM Page No. 2

### **GROUNDS FOR DISQUALIFICATION:**

The Director may not consider any bid submitted by a bidder if the bidder fails to submit a subcontractor list meeting the requirements of State law. Director may withhold awarding the contract to a particular bidder if one or more of the proposed subcontractors are considered by the Director to be unqualified to do the Work or for such other reason in the best interest of the State of Utah. Notwithstanding any other provision in these instructions, if there is a good faith error on the sublist form, at the sole discretion of the Director, the Director may provide notice to the contractor and the contractor shall have 24 hours to submit the correction to the Director. If such correction is submitted timely, then the sublist requirements shall be considered met.

### CHANGES OF SUBCONTRACTORS SPECIFICALLY IDENTIFIED ON SUBLIST FORM:

Subsequent to twenty-four hours after the bid opening, the contractor may change its listed subcontractors only after receiving written permission from the Director based on complying with all of the following criteria.

- (1) The contractor has established in writing that the change is in the best interest of the State and that the contractor establishes an appropriate reason for the change, which may include, but not is not limited to, the following reasons: the original subcontractor has failed to perform, or is not qualified or capable of performing, and/or the subcontractor has requested in writing to be released.
- (2) The circumstances related to the request for the change do not indicate any bad faith in the original listing of the subcontractors.
- (3) Any requirement set forth by the Director to ensure that the process used to select a new subcontractor does not give rise to bid shopping.
- (4) Any increase in the cost of the subject subcontractor work is borne by the contractor.
- (5) Any decrease in the cost of the subject subcontractor work shall result in a deductive change order being issued for the contract for such decreased amount.
- (6) The Director will give substantial weight to whether the subcontractor has consented in writing to being removed unless the Contractor establishes that the subcontractor is not qualified for the work.

### **EXAMPLE:**

Example of a list where there are only four subcontractors:

| TYPE OF WORK            | SUBCONTRACTOR, "SELF" OR "SPECIAL EXCEPTION" | SUBCONTRACTOR<br>BID AMOUNT | CONT. LICENSE #                                      |
|-------------------------|--|-----------------------------|--|
| ELECTRICAL              | ABCD Electric Inc.                           | \$350,000.00                | 123456789000   |
| LANDSCAPING             | "Self"                                       | 300,000.00                  | 123456789000   |
| CONCRETE (ALTERNATE #1) | XYZ Concrete Inc                             | 298,000.00                  | 987654321000   |
| MECHANICAL              | "Special Exception" (attach documentation)   | Fixed at: 350,000.00        | (TO BE PROVIDED<br>AFTER OBTAINING<br>SUBCONTRACTOR) |

PURSUANT TO STATE LAW - SUBCONTRACTOR BID AMOUNTS CONTAINED IN THIS SUBCONTRACTOR LIST SHALL NOT BE DISCLOSED UNTIL THE CONTRACT HAS BEEN AWARDED.

DFCM FORM 7b-2 012405



Division of Facilities Construction & Management 4110 State Office Building, Salt Lake City, UT 84114 Telephone (801) 538-3018 Facsimile (801)538-3677

### SUBCONTRACTORS LIST

| TYPE OF WORK | SUBCONTRACTOR, "SELF" OR "SPECIAL EXCEPTION" | SUBCONTRACTOR<br>BID AMOUNT | CONT. LICENSI |
|--------------|--|-----------------------------|---------------|
| THEOFWORK    | SELF OR SPECIAL EACEPTION                    | BID AMOUNT                  | CONT. LICENSI |
|              |  |                             |               |
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### **FUGITIVE DUST PLAN**

The Contractor will fill out the form and file the original with the Division of Air Quality and a copy of the form with the Division of Facilities Construction & Management, prior to the issuance of any notice to proceed.

The Contractor will be fully responsible for compliance with the Fugitive Dust Control Plan, including the adequacy of the plan, any damages, fines, liability, and penalty or other action that results from noncompliance.

# Utah Division of Air Quality April 20, 1999

# GUIDANCE THAT MUST BE CONSIDERED IN DEVELOPING AND SUBMITTING A DUST CONTROL PLAN FOR COMPLIANCE WITH R307-309-3, 4, 5, 6, 7

### Source Information:

| Source | information.  |
|--------|---|
| 1.     | Name of your operation (source): provide a name if the source is a construction site.   |
| 2.     | Address or location of your operation or construction site.   |
| 3.     | UTM coordinates or Longitude/Latitude of stationary emission points at your operation.  |
| 4.     | Lengths of the project, if temporary (time period).   |
| 5.     | Description of process (include all sources of dust and fugitive dust). Please, if necessary, use additional sheets of paper for this description. Be sure to mark it as an attachment. |
| 6.     | Type of material processed or disturbed.  |
| 7.     | Amount of material processed (tons per year, tons per month, lbs./hr., and applicable units)  |

- 8. Destination of product (where will the material produced be used or transported, be specific, provide address or specific location), information needed for temporary relocation applicants.
- 9. Identify the individual who is responsible for the implementation and maintenance of fugitive dust control measures. List name(s), position(s) and telephone number(s).

10. List, and attach copies of any contract lease, liability agreement with other companies that may, or will, be responsible for dust control on site or on the project.

# **Description of Fugitive Dust Emission Activities** (Things to consider in addressing fugitive dust control strategies.)

| 1. | Type of activities (drilling and blasting, road construction, development construction, earth moving and excavation, handling and hauling materials, cleaning and leveling, etc). |
|----|---|
| 2. | List type of equipment generating the fugitive dust.  |
| 3. | Diagram the location of each activity or piece of equipment on site. Please attach the diagram.   |
| 4. | Provide pictures or drawings of each activity. Include a drawing of the unpaved/paved road network used to move loads "on" and "off" property.                                    |
| 5. | Vehicle miles travels on unpaved roads associated with the activity (average speed).  |
| 5. | Type of dust emitted at each source (coal, cement, sand, soil, clay, dust, etc.)  |
| 7. | Estimate the size of the release area at which the activity occurs (square miles). For haul or dirt roads include total miles of road in use during the activity.                 |
|    |   |

### **Description of Fugitive Dust Emission Controls on Site**

Control strategies must be designed to meet 20% opacity or less on site (a lesser opacity may be defined by Approval Order conditions or federal requirements such as NSPS), and control strategies must prevent exceeding 10% opacity from fugitive dust at the property boundary (site boundary) for compliance with R307-309-3.

| 1. | Types of ongoing emission controls proposed for each activity, each piece of equipment, and haul roads.  |
|----|--|
| 2. | Types of additional dust controls proposed for bare, exposed surfaces (chemical stabilization, synthetic cover, wind breaks, vegetative cover, etc).   |
| 3. | Method of application of dust suppressant.   |
| 4. | Frequency of application of dust suppressant.  |
| 5. | Explain what triggers the use of a special control measure other than routine measures already in place, such as covered loads or measures covered by a permit condition (increase in opacity, high winds, citizen complaints, dry conditions, etc). |
| 6. | Explain in detail what control strategies/measures will be implemented off-hours, i.e., Saturdays/Sundays/Holidays, as well as 6 PM to 6 AM each day.  |

### **Description of Fugitive Dust Control Off-site**

Prevent, to the maximum extent possible, deposition of materials, which may create fugitive dust on public and private paved roads in compliance with R307-309-5, 6, 7.

- 1. Types of emission controls initiated by your operation that are in place "off" property (application of water, covered loads, sweeping roads, vehicle cleaning, etc.).
- 2. Proposed remedial controls that will be initiated promptly if materials, which may create fugitive dust, are deposited on public and private paved roads.

Phone: (801) 536-4000

FAX:

(801) 536-4099

### Submit the Dust Control Plan to:

Executive Secretary
Utah Air Quality Board
POB 144820
15 North 1950 West
Salt Lake City, Utah 84114-4820

### **Fugitive Dust Control Plan Violation Report**

When a source is found in violation of R307-309-3 or in violation of the Fugitive Dust Control Plan, the course must submit a report to the Executive Secretary within 15 days after receiving a Notice of Violation. The report must include the following information:

- 1. Name and address of dust source.
- 2. Time and duration of dust episode.
- 3. Meteorological conditions during the dust episode.
- 4. Total number and type of fugitive dust activities and dust producing equipment within each operation boundary. If no change has occurred from the existing dust control plan, the source should state that the activity/equipment is the same.
- 5. Fugitive dust activities or dust producing equipment that caused a violation of R-307-309-3 or the sources dust control plan.
- 6. Reasons for failing to control dust from the dust generating activity or equipment.
- 7. New and/or additional fugitive dust control strategies necessary to achieve compliance with R307-309-3, 4, 5, 6, or 7.
- 8. If it can not be demonstrated that the current approved Dust Control Plan can result in compliance with R307-309-3 through 7, the Dust Control Plan must be revised so as to demonstrate compliance with 307-309-3 through 7. Within 30 days of receiving a fugitive dust Notice of Violation, the source must submit the revised Plan to the Executive Secretary for review and approval.

Submit the Dust Control Plan to:

Executive Secretary Phone: (801) 536-4000 Utah Air Quality Board FAX: (801) 536-4099

POB 144820

15 North 1950 West

Salt Lake City, Utah 84114-4820

Attachments: DFCM Form FDR R-307-309, Rule 307-309

### **CONTRACTOR'S AGREEMENT**

| FOR:   |
|--|
|  |
|  |
| THIS CONTRACTOR'S AGREEMENT, made and entered into this day of, 20, by and between the DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, hereinafter referred to as "OWNER", and, incorporated in the State of and authorized to do business in the State of Utah, hereinafter referred to as "Contractor",  |
| whose address is:  |
| WITNESSETH: WHEREAS, Owner intends to have Work performed at   |
| WHEREAS, Contractor agrees to perform the Work for the sum stated herein.  |
| NOW, THEREFORE, Owner and Contractor for the consideration provided in this Contractor's Agreement, agree as follows:  |
| ARTICLE 1. SCOPE OF WORK. The Work to be performed shall be in accordance with the Contract Documents prepared by and entitled   |
| All terms used in this Contractor's Agreement shall be as defined in the Contract Documents, and in particular, the General Conditions.  |
| The Contractor Agrees to furnish labor, materials and equipment to complete the Work as required in the Contract Documents which are hereby incorporated by reference. It is understood and agreed by the parties hereto that all Work shall be performed as required in the Contract Documents and shall be subject to inspection and approval of Owner or its authorized representative. The relationship of the Contractor to the Owner hereunder is that of an independent Contractor.   |
| ARTICLE 2. CONTRACT SUM. The Owner agrees to pay and the Contractor agrees to accept in full performance of this Contractor's Agreement, the sum of DOLLARS AND NO CENTS (\$), which is the base bid and which sum also includes the cost of a 100% Performance Bond and a 100% Payment Bond as well as all insurance requirements of the Contractor. Said bonds have already been posted by the Contractor pursuant to State law. The required proof of insurance certificates have been delivered to Owner in accordance with the General Conditions before the execution of this Contractor's Agreement.  |
| ARTICLE 3. TIME OF COMPLETION AND DELAY REMEDY. The Work shall be Substantially Complete within () calendar days after the date of the Notice to Proceed. Contractor agrees to pay liquidated damages in the amount of \$ per day for each day after expiration of the Contract Time until the Contractor achieves Substantial Completion in accordance with the Contract Documents, if Contractor's delay makes the damages applicable. The provision for liquidated damages is: (a) to compensate the Owner for delay only; (b) is provided for herein because actual damages can not be readily ascertained at the time of execution of this Contractor's Agreement; (c) is not a penalty; and (d) shall not prevent the Owner from maintaining Claims for other non-delay damages, such as costs to complete or remedy defective Work. |

### CONTRACTOR'S AGREEMENT PAGE NO. 2

No action shall be maintained by the Contractor or Subcontractor at any tier, against the Owner for damages or other claims due to losses attributable to hindrances or delays from any cause whatsoever, including acts and omissions of the Owner or its officers, employees or agents, except as expressly provided in the General Conditions. The Contractor may receive a written extension of time, signed by the Owner, in which to complete the Work under this Contractor's Agreement in accordance with the General Conditions.

**ARTICLE 4. CONTRACT DOCUMENTS.** The Contract Documents consist of this Contractor's Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, Specifications, Addenda and Modifications. The Contract Documents shall also include the bidding documents, including the Notice to Contractors, Instructions to Bidders/Proposers and the Bid/Proposal, to the extent not in conflict therewith and other documents and oral presentations that are documented as an attachment to the contract.

All such documents are hereby incorporated by reference herein. Any reference in this Contractor's Agreement to certain provisions of the Contract Documents shall in no way be construed as to lessen the importance or applicability of any other provisions of the Contract Documents.

**ARTICLE 5. PAYMENT.** The Owner agrees to pay the Contractor from time to time as the Work progresses, but not more than once each month after the date of Notice to Proceed, and only upon Certificate of the Consultant for Work performed during the preceding calendar month, ninety-five percent (95%) of the value of the labor performed and ninety-five percent (95%) of the value of materials furnished in place or on the site. The Contractor agrees to furnish to the Owner invoices for materials purchased and on the site but not installed, for which the Contractor requests payment and agrees to safeguard and protect such equipment or materials and is responsible for the safekeeping thereof and if such be stolen, lost or destroyed, to replace same.

Such evidence of labor performed and materials furnished as the Owner may reasonably require shall be supplied by the Contractor at the time of request for Certificate of Payment on account. Materials for which payment has been made cannot be removed from the job site without Owner's written approval. Five percent (5%) of the earned amount shall be retained from each monthly payment. The retainage, including any additional retainage imposed and the release of any retainage, shall be in accordance with UCA 13-8-5 as amended. Contractor shall also comply with the requirements of UCA 13-8-5, including restrictions of retainage regarding subcontractors and the distribution of interest earned on the retention proceeds. The Owner shall not be responsible for enforcing the Contractor's obligations under State law in fulfilling the retention law requirements with subcontractors at any tier

**ARTICLE 6. INDEBTEDNESS.** Before final payment is made, the Contractor must submit evidence satisfactory to the Owner that all payrolls, materials bills, subcontracts at any tier and outstanding indebtedness in connection with the Work have been properly paid. Final Payment will be made after receipt of said evidence and final acceptance of the Work by the Owner.

Contractor shall respond immediately to any inquiry in writing by the Owner as to any concern of financial responsibility and Owner reserves the right to request any waivers, releases or bonds from Contractor in regard to any rights of Subcontractors at any tier or any third parties prior to any payment by Owner to Contractor.

**ARTICLE 7. ADDITIONAL WORK.** It is understood and agreed by the parties hereto that no money will be paid to the Contractor for additional labor or materials furnished unless a new contract in writing or a Modification hereof for such additional labor or materials has been executed. The Owner specifically reserves the right to modify or amend this Contractor's Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work.

**ARTICLE 8. INSPECTIONS.** The Work shall be inspected for acceptance in accordance with the General Conditions.

**ARTICLE 9. DISPUTES.** If disputes arise regarding the value of any Work performed, or any Work omitted, or of any extra Work which the Contractor may be required to perform, or respecting any other elements involved in this Contractor's Agreement, said dispute shall be resolved in accordance with Article 4 of the General Conditions.

**ARTICLE 10. TERMINATION.** This Contractor's Agreement may be terminated in accordance with Article 13 of the General Conditions.

**THEREOF.** The Owner may withhold from payment to the Contractor such amount as, in Owner's judgment, may be necessary to pay just claims against the Contractor or Subcontractor at any tier for labor and services rendered and materials furnished in and about the Work. The Owner may apply such withheld amounts for the

ARTICLE 11. OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNT AND MAKE USE

payment of such claims in Owner's discretion. In so doing, the Owner shall be deemed the agent of Contractor and payment so made by the Owner shall be considered as payment made under this Contractor's Agreement by the Owner to the Contractor. Owner shall not be liable to the Contractor for any such payment made in good faith. Such payments may be made without prior approval or determination of the claim or claims.

**ARTICLE 12. INDEMNIFICATION.** The Contractor shall comply with Subparagraph 3.13, "Indemnification", of the General Conditions.

ARTICLE 13. ASSIGNMENT OF CONTRACT. The Contractor shall not assign the Contract without the prior written consent of the Owner, nor shall the Contractor assign any moneys due or to become due as well as any rights under the Contract, without prior written consent of the Owner.

The Contractor and Owner for themselves, their heirs, successors, executors, and administrators, whichever may be applicable, hereby agree to the full performance of the Contract Documents.

ARTICLE 14. RELATIONSHIP OF THE PARTIES. The Contractor accepts the relationship of trust and confidence established by this Contractor's Agreement and covenants with the Owner to cooperate with the Owner and Consultant and use the Contractor's best skill, efforts and judgment in furthering the interest of the Owner; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best and most expeditious and economic manner consistent with the interests of the Owner.

ARTICLE 15. AUTHORITY TO EXECUTE AND PERFORM AGREEMENT. Contractor and Owner each represent that the execution of this Contractor's Agreement and the performance thereunder is within their respective duly authorized powers.

**ARTICLE 16. ATTORNEY FEES AND COSTS.** The prevailing party shall be entitled to reasonable attorney fees and costs incurred in any action in the District Court and/or appellate body to enforce this Contractor's Agreement or recover damages or any other action as a result of a breach thereof.

# CONTRACTOR'S AGREEMENT PAGE NO. 4

**IN WITNESS WHEREOF**, the parties hereto have executed this Contractor's Agreement on the day and year stated hereinabove.

|  | CONTRACTOR:                                    |   |  |  |
|--|--|---|--|--|
|  | Signature                                      | Date                                      |  |  |
| State of   | Title:   |   |  |  |
| State of)  |  |   |  |  |
| County of)   | Please type/print name clearly                 |   |  |  |
| On this day of, 20, per whose identity is personally known to me (or produly sworn (or affirmed), did say that he (she) is said document was signed by him (her) in behalf | the (title or off                              | dence) and who by rafice) of the firm and |  |  |
| (OF AL)  | Notary Public                                  |   |  |  |
| (SEAL)   | My Commission Expires                          |   |  |  |
| APPROVED AS TO AVAILABILITY OF FUNDS:  | DIVISION OF FACILITIES<br>CONSTRUCTION AND MAN | AGEMENT                                   |  |  |
| Financial Manager, Date Division of Facilities Construction and Management   | Manager - Capital                              | Date                                      |  |  |
| APPROVED AS TO FORM:<br>ATTORNEY GENERAL<br>August 20, 2002  | APPROVED FOR EXPENDITU                         |   |  |  |
| By: Alan S. Bachman<br>Assistant Attorney General  | Division of Finance                            | Date                                      |  |  |

### PERFORMANCE BOND

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

| a corporation organized and existing under the laws of the State of  | That                           |  |  | nereinafter referred to as |                        |
|--|--------------------------------|--|--|----------------------------|------------------------|
| Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Roads and as Acceptable Rensuring Companies precincile referred to as the "Survey," are held and firmly bound unto the State of Utuh, hereinafter referred to as the "Obliges," in the amount of   |                                |  | , a corporation organize                 | d and existing under the   | laws of the State of   |
| hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah, hereinafter referred to as the "Obligee," in the amount of  | , with its principal           | office in the City of and                          | authorized to transact business in the   | is State and U. S. Depar   | tment of the Treasury  |
| DOLLARS (\$  |                                |  |  |                            |                        |
| themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.  WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated theday of  | normalier reserved to up the   | surety, are note and many count and the st         |  | , the congee, in the t     |                        |
| WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated theday of   |                                |  |  |                            | cipal and Surety bind  |
| meteronated in the Country of  | themselves and their heirs, ad | ministrators, executors, successors and assigns    | s, jointly and severally, firmly by thes | se presents.               |                        |
| meteronated in the Country of  | WHEDE AC 4                     |  |  | 1 6                        | 20                     |
| NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully perform the Contract in accordance with the Contract as a said Contract may be subject to Modifications or changes, then this obligation shall be void; otherwise it shall remain in full force and effect.  No right of action shall accrue on this bond to or for the use of any person or corporation other than the state named herein or the heirs, executor administrators or successors of the Owner.  The parties agree that the dispute provisions provided in the Contract Documents apply and shall constitute the sole dispute procedures of the parties agree that the dispute provisions provided in the Contract Documents apply and shall constitute the sole dispute procedures of the parties agree that the dispute provisions provided in the Contract Documents apply and shall constitute the sole dispute procedures of the parties and all liabilities on this Bond shall be determined in accordance with said provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.  IN WITNESS W | whereas, the I                 | 'rincipal has entered into a certain written Con   | tract with the Obligee, dated the        | day of                     | , 20, to               |
| NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully perform the Contract in accordance with the Contract as a said Contract may be subject to Modifications or changes, then this obligation shall be void; otherwise it shall remain in full force and effect.  No right of action shall accrue on this bond to or for the use of any person or corporation other than the state named herein or the heirs, executor administrators or successors of the Owner.  The parties agree that the dispute provisions provided in the Contract Documents apply and shall constitute the sole dispute procedures of the parties agree that the dispute provisions provided in the Contract Documents apply and shall constitute the sole dispute procedures of the parties agree that the dispute provisions provided in the Contract Documents apply and shall constitute the sole dispute procedures of the parties and all liabilities on this Bond shall be determined in accordance with said provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.  IN WITNESS W | in the County of               | State of Utah Project No                           | for the approximate sum                  | of                         |                        |
| NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully perform the Contract in accordance with the Contract as a said Contract may be subject to Modifications or changes, then this obligation shall be void; otherwise it shall remain in full force and effect.  No right of action shall accrue on this bond to or for the use of any person or corporation other than the state named herein or the heirs, executor administrators or successors of the Owner.  The parties agree that the dispute provisions provided in the Contract Documents apply and shall constitute the sole dispute procedures of the parties agree that the dispute provisions provided in the Contract Documents apply and shall constitute the sole dispute procedures of the parties agree that the dispute provisions provided in the Contract Documents apply and shall constitute the sole dispute procedures of the parties and all liabilities on this Bond shall be determined in accordance with said provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.  IN WITNESS W |                                |  | , tot the upproximate sum                | Dollars (\$                | ), which               |
| Contract as said Contract may be subject to Modifications or changes, then this obligation shall be void; otherwise it shall remain in full force and effect.  No right of action shall accrue on this bond to or for the use of any person or corporation other than the state named herein or the heirs, executors administrators or successors of the Owner.  The parties agree that the dispute provisions provided in the Contract Documents apply and shall constitute the sole dispute procedures of the parties  PROVIDED, HOWEVER, that this Bond is executed pursuant to the Provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.  IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this  | Contract is hereby incorporate | ed by reference herein.                            |  |                            |                        |
| Contract as said Contract may be subject to Modifications or changes, then this obligation shall be void; otherwise it shall remain in full force and effect.  No right of action shall accrue on this bond to or for the use of any person or corporation other than the state named herein or the heirs, executors administrators or successors of the Owner.  The parties agree that the dispute provisions provided in the Contract Documents apply and shall constitute the sole dispute procedures of the parties  PROVIDED, HOWEVER, that this Bond is executed pursuant to the Provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.  IN WITNESS WHEREOF, the said Principal and Surety have signed and scaled this instrument this  |                                |  |  |                            |                        |
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| The parties agree that the dispute provisions provided in the Contract Documents apply and shall constitute the sole dispute procedures of the parties  PROVIDED, HOWEVER, that this Bond is executed pursuant to the Provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.  IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this day of, 20  WITNESS OR ATTESTATION:  PRINCIPAL:  By:  | No right of action             | shall accrue on this bond to or for the use of a   | inv person or corporation other than t   | he state named herein o    | r the heirs, executors |
| PROVIDED, HOWEVER, that this Bond is executed pursuant to the Provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.  IN WITNESS WHEREOF, the said Principal and Surety have signed and scaled this instrument this day of  | _                              |  |  |                            | ,                      |
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| and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.  IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this day of, 20  | The parties agree t            | hat the dispute provisions provided in the Contr   | ract Documents apply and shall consti    | tute the sole dispute pro  | cedures of the parties |
| and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.  IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this day of, 20  | DDOVIDED HO                    | WEVER 41-441- Daylin4-1                            | 4- 4h - Di-i                             | EC III-li C-li- A          | . 1 1052 1-1           |
| IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this day of, 20   |                                |  |  |                            |                        |
| By:  | and an maonities on this Bone  | i shan be determined in decordance with said p     | stovisions to the same extent as if it v | vere copied at length ner  | em.                    |
| By:  | IN WITNESS W                   | <b>HEREOF</b> , the said Principal and Surety have | signed and sealed this instrument this   | day of                     | , 20                   |
| By:  |                                |  |  |                            |                        |
| WITNESS OR ATTESTATION:  By: Attorney-in-Fact  STATE OF S | WITNESS OR ATTESTAT            | ION:   | PRINCIPAL:                               |                            |                        |
| WITNESS OR ATTESTATION:  By: Attorney-in-Fact  STATE OF S |                                |  |  |                            |                        |
| WITNESS OR ATTESTATION:  By: Attorney-in-Fact  STATE OF S |                                |  |  |                            |                        |
| WITNESS OR ATTESTATION:  By:  Attorney-in-Fact  STATE OF   |                                |  | Ву:                                      |                            |                        |
| By:  Attorney-in-Fact  State of  |                                |  |  |                            |                        |
| By:  |                                |  | Title:                                   |                            |                        |
| By:  |                                |  |  |                            |                        |
| By:  | WITNESS OR ATTESTAT            | TON:   | SURETY:                                  |                            |                        |
| Attorney-in-Fact (Seal STATE OF) ss.  COUNTY OF) ss.  COUNTY OF) ss.  COUNTY OF) ss.  COUNTY OF) personally appeared before me, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney in-fact of the above-named Surety Company and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same. Subscribed and sworn to before me this day of  My commission expires: Resides at: NOTARY PUBLIC  Agency: Agent: Address: Approved As To Form: August 20, 200.   |                                |  |  |                            |                        |
| Attorney-in-Fact (Seal STATE OF) ss.  COUNTY OF) ss.  COUNTY OF) ss.  COUNTY OF) ss.  COUNTY OF) personally appeared before me, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney in-fact of the above-named Surety Company and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same. Subscribed and sworn to before me this day of  My commission expires: Resides at: NOTARY PUBLIC  Agency: Agent: Address: Approved As To Form: August 20, 200.   |                                |  |  |                            |                        |
| Attorney-in-Fact (Seal STATE OF) ss.  COUNTY OF) ss.  COUNTY OF) ss.  COUNTY OF) ss.  On this day of, 20, personally appeared before me, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney in-fact of the above-named Surety Company and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.  Subscribed and sworn to before me this day of, 20  My commission expires:  Resides at:  NOTARY PUBLIC  Agency:  Agent:  Address:  Approved As To Form: August 20, 2002  |                                |  | _  |                            |                        |
| STATE OF   |                                |  | By:                                      |                            | (Capl                  |
| On this day of, 20, personally appeared before me, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorner in-fact of the above-named Surety Company and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.  Subscribed and sworn to before me this day of, 20  My commission expires: Resides at: NOTARY PUBLIC  Agency: Agent: Approved As To Form: August 20, 2002.   | STATE OF                       | )  | Attorney-in-ract                         |                            | (Seal                  |
| On this day of, 20, personally appeared before me, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney in-fact of the above-named Surety Company and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.  Subscribed and sworn to before me this day of, 20  My commission expires:   |                                | ) ss.  |  |                            |                        |
| identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney in-fact of the above-named Surety Company and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.  Subscribed and sworn to before me this day of  My commission expires:  | COUNTY OF                      |  |  |                            |                        |
| identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney in-fact of the above-named Surety Company and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.  Subscribed and sworn to before me this day of  My commission expires:  |                                |  |  |                            |                        |
| in-fact of the above-named Surety Company and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.  Subscribed and sworn to before me this day of  My commission expires: Resides at: NOTARY PUBLIC  Agency: Agent: Address: Approved As To Form: August 20, 2002   | On this day of                 | , 20, personally appeared                          | d before me                              |                            | , whose                |
| Subscribed and sworn to before me this day of  My commission expires: Resides at:  Agency: Address:  Approved As To Form: August 20, 2000.   |                                | =  |  |                            |                        |
| Subscribed and sworn to before me this day of, 20  My commission expires:  Resides at:  NOTARY PUBLIC  Agency:  Agent:  Address:  Approved As To Form: August 20, 2002   |                                |  |  |                            |                        |
| My commission expires:   | reference to becoming sole su  | rety upon bonds, undertakings and obligations      | s, and that he/she acknowledged to m     | e that as Attorney-in-fac  | et executed the same.  |
| My commission expires:   | Subscribed and sworn to befo   | are me this day of                                 | 20                                       |                            |                        |
| Agency:   Agent:   Address:   Approved As To Form: August 20, 2002   | Successful and Swell to Sele   | any 01   | , = -                                    |                            |                        |
| Agency: Agent: Address: Approved As To Form: August 20, 2002   | My commission expires:         |  |  |                            |                        |
| Agency:  |                                |  |  |                            |                        |
| Agency: Agent: Address: Approved As To Form: August 20, 2002   |                                |  | NOTARY PUBLIC                            |                            |                        |
| Agent: Address: Approved As To Form: August 20, 200:   |                                |  |  |                            |                        |
| Address: Approved As To Form: August 20, 2002  | A gont.                        |  |  |                            |                        |
|  |                                |  |  |                            |                        |
| Phone:   | Phone:                         |  | A  | approved As To Form        | : August 20, 2002      |

### PAYMENT BOND

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

### KNOW ALL PERSONS BY THESE PRESENTS:

| That                         |                                   |                          | hereinafter referred to a  | as the "Principal " and    |                         |
|------------------------------|-----------------------------------|--------------------------|--|----------------------------|-------------------------|
|                              |                                   |                          | laws of the State of   |                            |                         |
|                              |                                   |                          | ing Certificates of Authority as A                                     |                            |                         |
|                              |                                   |                          | hereinafter referred to  |                            |                         |
|                              |                                   |                          | <del></del>  |                            |                         |
| Dollars                      | 5                                 |                          |  |                            |                         |
| (\$                          | ) for the payment whereof, the    | e said Principal and S   | Surety bind themselves and their he                                    | eirs, administrators, exec | cutors, successors and  |
| assigns, jointly and several | ly, firmly by these presents.     | -                        | •  |                            |                         |
| WHEREAS, th                  | ne Principal has entered into a c | certain written Contra   | act with the Obligee, dated the  | day of                     | . 20                    |
| to construct                 | o i imo pui nuo ontorou nito u e  | , or turn written contro |  | unj 01                     |                         |
| in the County of             | , State of Utah, Pro              | ject No.                 | for the approximate sum  | of                         |                         |
|                              |                                   |                          | for the approximate sum Dollars (\$                                    | ), which                   | contract is hereby      |
| incorporated by reference h  | ierein.                           |                          |  |                            |                         |
| NOW, THERE                   | FORE, the condition of this of    | oligation is such that i | f the said Principal shall pay all cla                                 | imants supplying labor or  | materials to Principal  |
|                              |                                   | •                        | apter 56, of Utah Code Annotated, l                                    |                            | -                       |
|                              |                                   |                          | ise it shall remain in full force and                                  |                            | •                       |
| TT                           |                                   |                          |  | 0.1                        | 1100                    |
|                              |                                   |                          | nd agrees that no changes, extension                                   |                            |                         |
|                              |                                   |                          | or drawings accompanying same shors or additions to the terms of the C |                            |                         |
| -                            | t they shall become part of the   |                          |  | contract of to the work of | i to the specifications |
| or drawings and agrees tha   | t they shall become part of the   | Contract Documents       | •  |                            |                         |
| PROVIDED, H                  | IOWEVER, that this Bond is ex     | executed pursuant to the | ne provisions of Title 63, Chapter 56                                  | 5, Utah Code Annotated, 1  | 1953, as amended, and   |
|                              |                                   |                          | ons to the same extent as if it were                                   |                            |                         |
|                              |                                   |                          |  |                            |                         |
| IN WITNESS                   | WHEREOF, the said Principa        | ıl and Surety have sig   | gned and sealed this instrument this                                   | sday of                    | , 20                    |
| WITNESS OR ATTESTA           | ATION:                            |                          | PRINCIPAL:   |                            |                         |
| WITHESS ON MITEST            | 111011.                           |                          | TRINCH AL.   |                            |                         |
|                              |                                   | =                        |  |                            |                         |
|                              |                                   |                          |  |                            |                         |
|                              |                                   |                          | Ву:  |                            |                         |
|                              |                                   |                          | Title  |                            | (Seal)                  |
|                              |                                   |                          | Tiuc.  |                            |                         |
| WITNESS OR ATTESTA           | ATION:                            |                          | <b>SURETY:</b>   |                            |                         |
|                              |                                   |                          |  |                            |                         |
|                              |                                   | _                        |  |                            |                         |
|                              |                                   |                          | Bv:  |                            |                         |
| STATE OF                     | )                                 |                          | Attorney-in-Fact   |                            | (Seal)                  |
|                              | ) ss.                             |                          | •  |                            |                         |
| COUNTY OF                    | )                                 |                          |  |                            |                         |
|                              |                                   |                          |  |                            |                         |
| On this                      | _ day of                          | , 20, pe                 | ersonally appeared before me   |                            |                         |
| 4:-C4:-11                    |                                   |                          | , whose identity is personally the Attorney-in-fact of the above-n     |                            |                         |
|                              |                                   |                          | ws of Utah in reference to becomi                                      |                            |                         |
|                              | e acknowledged to me that as A    |                          |  | ing soile surety upon bon  | us, undertakings and    |
| oongations, and that not sin | , acting wroagea to me that as i  | morney in the circle     |  |                            |                         |
| Subscribed and sworn to be   | efore me this day of              |                          | , 20   |                            |                         |
|                              | ·                                 |                          |  |                            |                         |
|                              |                                   |                          |  |                            |                         |
|                              |                                   |                          | NOTA BY BUDLIC   |                            |                         |
|                              |                                   |                          | NOTARY PUBLIC  |                            |                         |
|                              |                                   |                          |  |                            |                         |
|                              |                                   |                          |  | Approved As To Fo          | rm: August 20, 2002     |
| Address:                     |                                   |                          |  | By Alan S. Bachman, A      | asst Attorney General   |
| Phone:                       |                                   |                          |  |                            |                         |

# **DFCM**

CONTRACTOR:

Division of Facilities Construction and Management 4110 State Office Building, Salt Lake City UT 84114 Telephone (801)538-3018 FAX (8901)538-3267

### CHANGE ORDER #\_\_\_\_

AGENCY OR INSTITUTION:

| ARCH                   | ITECT:   |  | PR<br>CO        | OJECT NAME:<br>OJECT NUMBE<br>NTRACT NUMB<br>TE: |                 |              |            |
|------------------------|--|--|-----------------|--|-----------------|--------------|------------|
|                        |  |  |                 |  |                 |              |            |
|                        | CONSTRUCTION   | PROPOSAL                               | AMO             | UNT  | DAY             | DAYS         |            |
|                        | CHANGE<br>DIRECTIVE NO.  | REQUEST<br>NO.                         | INCREASE        | DECREASE   | INCREASE        | DECREAS      | SE         |
|                        |  |  |                 |  |                 |              |            |
|                        |  |  |                 |  |                 |              |            |
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|                        |  |  |                 |  |                 |              |            |
| ·                      |  |  |                 | Amount   | Days            | Date         |            |
|                        | ORIGINAL CONTRA  | ACT                                    |                 |  |                 |              |            |
|                        | TOTAL PREVIOUS   | CHANGE ORDE                            | RS              |  |                 |              |            |
|                        | TOTAL THIS CHAN  |  |                 |  |                 |              |            |
|                        | ADJUSTED CONTRACT  |  |                 |  |                 |              |            |
| shall co               | and Contractor agree<br>onstitute the full accor<br>t costs and effects rela<br>cope of the Work and | rd and satisfaction ated to, incidenta | n, and complete | adjustment to the                                | he Contract and | includes all | direct and |
| Contractor:            |  |  |                 |  |                 | _            |            |
| Architect/Engineer:    |  |  |                 |  |                 |              |            |
| Agency or Institution: |  |  |                 |  | <u> </u>        |              |            |
| DFCM                   | :  |  |                 |  | D               | ate          |            |
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|                        |  |  |                 |  | Dat             | te           | <u> </u>   |
|                        |  |  |                 |  | Page            | of           | page(s)    |

### CERTIFICATE OF SUBSTANTIAL COMPLETION

| PROJECT  | PROJECT NO:  |
|--|--|
| AGENCY/INSTITUTION   |  |
| AREA ACCEPTED  |  |
| Completed as defined in the General Coaccordance with the Contract Document      | Contract has been reviewed on this date and found to be Substantially onditions; including that the construction is sufficiently completed in its, as modified by any change orders agreed to by the parties, so that the fied area of the Project for the use for which it is intended. |
|  | fied area of the Project as Substantially Complete and will assume full rea of the Project at (time) on (date).  |
|  | apancy and agrees to assume full responsibility for maintenance and nee, of the Project subject to the itemized responsibilities and/or exceptions   |
|  |  |
|  | cted is attached hereto. The failure to include an item on it does not alter the applete all the Work in accordance with the Contract Documents, including   |
| The Contractor shall complete or correct calendar days from the above date of is | ct the Work on the list of items appended hereto withinsuance of this Certificate.   |
| CONTRACTOR (include name of firm   | DATE   |
| CONSULTANT   | DATE   |
| USING INSTITUTION OR AGENCY  | DATE   |
| DFCM   | DATE   |

30

cc: Using Agency

### INDEX TO PROJECT MANUAL

DIVISION AND SECTION TITLE

DIVISION 2 SITE CONSTRUCTION

Section 02221 Building Demolition

Section 02300 Earthwork

DIVISION 3 CONCRETE

Section 03300 Cast-in-place Concrete

DIVISION 5 METALS

Section 05521 Pipe and Tube Railings

Section 05530 Gratings

DIVISION 7 THERMAL AND MOISTURE PROTECTION

Section 07115 Bituminous Dampproofing

Section 07920 Joint Sealants

### SECTION 02221 - BUILDING DEMOLITION

### PART 1 - GENERAL

### 1.1 SUMMARY

- A. This Section includes demolition and removal of the following:
  - 1. Site improvements.

### 1.2 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or recycled.

### 1.3 SUBMITTALS

- A. Qualification Data: For the following:
  - 1. Demolition firm.
- B. Proposed Protection and Control Measures: Submit statement or drawing that indicates the measures proposed for use, proposed locations, and proposed time frame for their operation. Identify options if proposed measures are later determined to be inadequate. Include measures for the following:
  - 1. Environmental protection.
  - 2. Dust control.
  - 3. Noise control.
- C. Schedule of Building Demolition Activities: Indicate detailed sequence of demolition and removal work, with starting and ending dates for each activity, interruption of utility services, and locations of temporary protection and means of egress.

### 1.4 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Standards: Comply with ANSI A10.6 and NFPA 241...

### 1.5 PROJECT CONDITIONS

- A. Owner will occupy building immediately adjacent to demolition area. Conduct demolition so Owner's operations will not be disrupted.
  - 1. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations. maintain access to existing walkways, exits, and other adjacent occupied or used facilities.
    - a. Do not close or obstruct walkways, exits, or other occupied or used facilities without written permission from authorities having jurisdiction.
- B. Owner assumes no responsibility for sidewalks, stairs and walls to be demolished.
  - 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
  - 1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

### 1.6 COORDINATION

A. Arrange demolition schedule so as not to interfere with Owner's on-site operations.

### PART 2 - PRODUCTS (Not Used)

### 2.1 SOIL MATERIALS

A. Satisfactory Soils: Comply with requirements in Division 2 Section "Earthwork."

### PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Survey existing conditions and correlate with requirements indicated to determine extent of demolition required.
- B. Owner does not guarantee that existing conditions are same as those indicated in the Construction Documents...
- C. When unanticipated mechanical, electrical, or structural elements are encountered, investigate and measure the nature and extent of the element. Promptly submit a written report to Architect.

#### 3.2 PROTECTION

- A. Existing Facilities: Protect adjacent walkways, loading docks, building entries, and other building facilities during demolition operations.
- B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during demolition.
- C. Existing Utilities: Maintain utility services indicated to remain and protect them against damage during demolition operations.
  - 1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.
  - 2. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to authorities having jurisdiction.
    - a. Provide at least 72 hours' notice to Owner if shutdown of service is required during changeover.
- D. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated.
  - 1. Protect existing site improvements, appurtenances, and landscaping to remain.

- 2. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- 3. Provide protection to ensure safe passage of people around demolition area and to and from occupied portions of adjacent buildings and structures.
- 4. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.

### 3.3 DEMOLITION, GENERAL

- A. General: Demolish indicated existing, site improvements completely. Use methods required to complete the Work within limitations of governing regulations.
- B. Site Access and Temporary Controls: Conduct demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
  - 2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

### 3.4 MECHANICAL DEMOLITION

- A. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished at junctures with construction indicated to remain, then break up and remove.
- B. Below-Grade Construction: Demolish foundation walls and other below-grade construction.
  - 1. Remove below-grade construction, including, foundation walls, and footings, completely.

### 3.5 EXPLOSIVE DEMOLITION

A. Explosives: Use of explosives is not permitted.

### 3.6 SITE RESTORATION

- A. Below-Grade Areas: Rough grade below-grade areas ready for further excavation or new construction.
- B. Below-Grade Areas: Completely fill below-grade areas and voids resulting from building demolition operations with satisfactory soil materials according to backfill requirements in Division 2 Section "Earthwork."
- C. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades.

### 3.7 REPAIRS

- A. General: Promptly repair damage to adjacent construction caused by building demolition operations.
- B. Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
- C. Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.

### 3.8 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

### 3.9 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.

END OF SECTION 02221

## SECTION 02300 - EARTHWORK

### PART 1 - GENERAL

#### 1.1 SUMMARY

### A. This Section includes the following:

- 1. Preparing subgrades for slabs-on-grade, walks, pavements, and lawns and grasses.
- 2. Excavating and backfilling for retaining walls.
- 3. Drainage course for slabs-on-grade.
- 4. Subbase course for concrete walks
- 5. Subbase and base course for asphalt paving.
- 6. Excavating and backfilling for utility trenches.

## 1.2 DEFINITIONS

- A. Backfill: Soil material used to fill an excavation.
  - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
  - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Course placed between the subbase course and hot-mix asphalt paving.
- C. Bedding Course: Course placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Course supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
  - Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions changes in the Work.

- 2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.
- G. Fill: Soil materials used to raise existing grades.
- H. Structures: Retaining walls, slabs, or other man-made stationary features constructed above or below the ground surface.
- I. Subbase Course: Course placed between the subgrade and base course for hot-mix asphalt pavement, or course placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
- J. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
- K. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

#### 1.3 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Architect and then only after arranging to provide temporary utility services according to requirements indicated.

#### PART 2 - PRODUCTS

### 2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: ASTM D 2487 Soil Classification Groups GW, GP, GM, SW, SP, and SM. free of rock or gravel larger than 3 inches (75 mm) in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487 or A-2-6, A-2-7, A-4, A-5, A-6, and A-7 according to AASHTO M 145, or a combination of these groups.

- 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.
- E. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.
- F. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.
- G. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch (25-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.
- H. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch (37.5-mm) sieve and 0 to 5 percent passing a No. 8 (2.36-mm) sieve.

### 2.2 ACCESSORIES

A. Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches (150 mm) wide and 4 mils (0.1 mm) thick, continuously inscribed with a description of the utility.

#### PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface is specified in Division 2 Section "Site Clearing."

C. Protect and maintain erosion and sedimentation controls, which are specified in Division 2 Section "Site Clearing," during earthwork operations.

#### 3.2 EXCAVATION

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
  - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

### 3.3 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch (25 mm). If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
  - 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

#### 3.4 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

#### 3.5 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches (300 mm) higher than top of pipe or conduit, unless otherwise indicated.
  - 1. Clearance: 12 inches (300 mm) each side of pipe or conduit.

- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
  - 1. Excavate trenches 6 inches (150 mm) deeper than elevation required in rock or other unyielding bearing material, 4 inches (100 mm) deeper elsewhere, to allow for bedding course.

### 3.6 SUBGRADE INSPECTION

- A. Proof-roll subgrade below the building slabs and pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
- B. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

#### 3.7 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi (17.2 MPa), may be used when approved by Architect.
  - 1. Fill unauthorized excavations under other construction or utility pipe as directed by Architect.

## 3.8 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

### 3.9 UTILITY TRENCH BACKFILL

A. Place backfill on subgrades free of mud, frost, snow, or ice.

- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Backfill trenches excavated under footings and within 18 inches (450 mm) of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Division 3 Section "Cast-in-Place Concrete."
- D. Provide 4-inch- (100-mm-) thick, concrete-base slab support for piping or conduit less than 30 inches (750 mm) below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches (100 mm) of concrete before backfilling or placing roadway subbase.
- E. Place and compact initial backfill of subbase material, free of particles larger than 1 inch (25 mm) in any dimension, to a height of 12 inches (300 mm) over the utility pipe or conduit.
  - Carefully compact initial backfill under pipe haunches and compact evenly up on both sides
    and along the full length of utility piping or conduit to avoid damage or displacement of
    piping or conduit. Coordinate backfilling with utilities testing.
- F. Place and compact final backfill of satisfactory soil to final subgrade elevation.
- G. Install warning tape directly above utilities, 12 inches (300 mm) below finished grade, except 6 inches (150 mm) below subgrade under pavements and slabs.

### 3.10 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
  - 1. Under grass and planted areas, use satisfactory soil material.
  - 2. Under walks and pavements, use satisfactory soil material.
  - 3. Under steps and ramps, use engineered fill.
  - 4. Under footings and foundations, use engineered fill.

#### 3.11 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
  - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
  - 2. Remove and replace, or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

### 3.12 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches (200 mm) in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
  - 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches (300 mm) of existing subgrade and each layer of backfill or fill soil material at 95 percent.
  - 2. Under walkways, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill soil material at 92 percent.
  - 3. Under lawn or unpaved areas, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill soil material at 85 percent.
  - 4. For utility trenches, compact each layer of initial and final backfill soil material at 85 percent.

#### 3.13 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
  - 1. Lawn or Unpaved Areas: Plus or minus 1 inch (25 mm).
  - 2. Walks: Plus or minus 1 inch (25 mm)

3. Pavements: Plus or minus ½ inch (13 mm).

#### 3.14 SUBBASE AND BASE COURSES

- A. Place subbase and base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase and base course under pavements and walks as follows:
  - 1. Shape subbase and base course to required crown elevations and cross-slope grades.
  - Compact subbase and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

### 3.15 DRAINAGE COURSE

- A. Place drainage course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:
  - 1. Place drainage course that exceeds 6 inches (150 mm) in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches (150 mm) thick or less than 3 inches (75 mm) thick.
  - 2. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

## 3.16 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.
- B. Allow testing agency to inspect and test. subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test. results for previously completed work comply with requirements.
- C. Footing Subgrade: At footing subgrades, at least one test. of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Architect.

- D. Testing agency will test. compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable.
- E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

### 3.17 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

### 3.18 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 02300

## SECTION 03300 - CAST-IN-PLACE CONCRETE

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes cast-in-place concrete, including reinforcement, concrete materials, mix design, placement procedures, and finishes.
- B. See Division 2 Section "Earthwork" for drainage fill under slabs-on-grade.

## 1.2 SUBMITTALS

- A. Product Data: For each manufactured material and product indicated.
- B. Design Mixes: For each concrete mix indicated.
- C. Shop Drawings: Include details of steel reinforcement placement including material, grade, bar schedules, stirrup spacing, bent bar diagrams, arrangement, and supports.
- D. Material certificates

## 1.3 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.
- B. Comply with ACI 301, "Specification for Structural Concrete," including the following, unless modified by the requirements of the Contract Documents.
  - 1. General requirements, including submittals, quality assurance, acceptance of structure, and protection of in-place concrete.
  - 2. Formwork and form accessories.
  - 3. Steel reinforcement and supports.
  - 4. Concrete mixtures.
  - 5. Handling, placing, and constructing concrete.
- C. Preinstallation Conference: Conduct conference at Project site.

#### PART 2 - PRODUCTS

#### 2.1 MATERIALS

A. Formwork: Furnish formwork and form accessories according to ACI 301.

### B. Steel Reinforcement:

- 1. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.
- 2. Plain-Steel Wire: ASTM A 82, as drawn.
- 3. Plain-Steel Welded Wire Fabric: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.
- 4. Deformed-Steel Welded Wire Fabric: ASTM A 497, flat sheet.

### C. Concrete Materials:

- 1. Portland Cement: ASTM C 150, Type I or II
- 2. Normal-Weight Aggregate: ASTM C 33, uniformly graded, not exceeding 1-1/2-inch (38-mm) nominal size.
- 3. Water: Complying with ASTM C 94.

### D. Admixtures:

- 1. Air-Entraining Admixture: ASTM C 260.
- 2. Water-Reducing Admixture: ASTM C 494, Type A.
- 3. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.
- 4. Water-Reducing and Accelerating Admixture: ASTM C 494, Type E.
- 5. Water-Reducing and Retarding Admixture: ASTM C 494, Type D..
- E. Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.

## F. Curing Materials:

- 1. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- 2. Water: Potable.
- 3. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.

### 2.2 CONCRETE MIXES

- A. Comply with ACI 301 requirements for concrete mixtures.
- B. Prepare design mixes, proportioned according to ACI 301, for normal-weight concrete determined by either laboratory trial mix or field test. data bases, as follows:
  - 1. Compressive Strength (28 Days): 4000 psi (27.6 MPa), 3500 psi (24.1 MPa), 3000 psi (20.7 Mpa)
    - a. Footings: use 3500 psi concrete
    - b Foundations and slabs on grade: use 4000 psi concrete.
  - 2. Slump: 4 inches (100 mm).
    - a. Slump Limit for Concrete Containing High-Range Water-Reducing Admixture: Not more than 8 inches (200 mm) after adding admixture to plant- or site-verified, 2- to 3-inch (50- to 75-mm) slump.
- C. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content of 2.5 to 4.5 percent
  - 1. Air content of trowel-finished interior concrete floors shall not exceed 3.0 percent.

### 2.3 CONCRETE MIXING

- A. Ready-Mixed Concrete: Comply with ASTM C 94 and ASTM C 1116.
  - 1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.
- B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94. Mix concrete materials in appropriate drum-type batch machine mixer.
  - 1. For mixer capacity of 1 cu. yd. (0.76 cu. m) or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
  - 2. For mixer capacity larger than 1 cu. yd. (0.76 cu. m), increase mixing time by 15 seconds for each additional 1 cu. yd. (0.76 cu. m).
- C. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mix type, mix time, quantity, and amount of water added. Record approximate location of final deposit in structure.

#### PART 3 - EXECUTION

## 3.1 INSTALLATION, GENERAL

- A. Formwork: Design, construct, erect, shore, brace, and maintain formwork according to ACI 301.
  - 1. Formliners: Use formliners equal to Fitzgerald Formliners with a rough sawn wood pattern to match the piers on the existing building.
  - 2. Use: the formliners shall be used on the exposed face of the ramp retaining walls.
- B. Steel Reinforcement: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- C. Joints: Construct joints true to line with faces perpendicular to surface plane of concrete.
  - 1. Construction Joints: Locate and install so as not to impair strength or appearance of concrete, at locations indicated or as approved by Architect.
  - 2. Isolation Joints: Install joint-filler strips at junctions with slabs-on-grade and vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
    - a. Extend joint fillers full width and depth of joint, terminating flush with finished concrete surface, unless otherwise indicated.
  - 3. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows:
    - a. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with groover tool to a radius of 1/8 inch (3 mm). Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces.
    - b. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- (3-mm-) wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- D. Tolerances: Comply with ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

### 3.2 CONCRETE PLACEMENT

- A. Comply with recommendations in ACI 304R for measuring, mixing, transporting, and placing concrete.
- B. Do not add water to concrete during delivery, at Project site, or during placement.
- C. Consolidate concrete with mechanical vibrating equipment.

### 3.3 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defective areas repaired and patched, and fins and other projections exceeding 1/4 inch (6 mm) in height rubbed down or chipped off.
  - 1. Apply to concrete surfaces not exposed to public view.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defective areas. Completely remove fins and other projections.
  - 1. Apply to concrete surfaces exposed to public view or to be covered with a coating or covering material applied directly to concrete, such as waterproofing, dampproofing, veneer plaster, or painting.
  - 2. Do not apply rubbed finish to smooth-formed finish.
- C. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

#### 3.4 FINISHING UNFORMED SURFACES

- A. General: Comply with ACI 302.1R for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Screed surfaces with a straightedge and strike off. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane before excess moisture or bleedwater appears on the surface.
  - 1. Do not further disturb surfaces before starting finishing operations.

- C. Trowel Finish: Apply a hard trowel finish to surfaces indicated and to floor and slab surfaces exposed to view
- D. Nonslip Broom Finish: Apply a nonslip broom finish to surfaces indicated and to exterior concrete platforms, steps, and ramps. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route.

### 3.5 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection, and follow recommendations in ACI 305R for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions occur before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Begin curing after finishing concrete, but not before free water has disappeared from concrete surface.
- D. Cure formed and unformed concrete for at least seven days as follows:
  - 1. Moisture Curing: Keep retaining wall surfaces continuously moist with absorptive cover, water saturated and kept continuously wet.
  - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
  - Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

## 3.6 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to sample materials, perform tests, and submit test. reports during concrete placement. Tests will be performed according to ACI 301.

1. Testing Frequency: One composite sample for each day's pour of each concrete mix exceeding 5 cu. yd. (4 cu. m), but less than 25 cu. yd. (19 cu. m), plus one set for each additional 50 cu. yd. (38 cu. m) or fraction thereof.

END OF SECTION 03300

## SECTION 05521 - PIPE AND TUBE RAILINGS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes the following:
  - 1. Stainless-steel pipe and tube railings.
  - 2. Stainless-steel cable system.
- B. See Division 5 Section "Metal Stairs" for steel tube railings associated with metal stairs.

### 1.2 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide railings capable of withstanding the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
  - 1. Handrails:
    - a. Uniform load of 50 lbf/ ft. (0.73 kN/m) applied in any direction.
    - b. Concentrated load of 200 lbf (0.89 kN) applied in any direction.
    - c. Uniform and concentrated loads need not be assumed to act concurrently.
  - 2. Top Rails of Guards:
    - a. Uniform load of 50 lbf/ ft. (0.73 kN/m) applied in any direction.
    - b. Concentrated load of 200 lbf (0.89 kN) applied in any direction.
    - c. Uniform and concentrated loads need not be assumed to act concurrently.
  - 3. Infill of Guards:
    - a. Concentrated load of 50 lbf (0.22 kN) applied horizontally on an area of 1 sq. ft. (0.093 sq. m).
    - b. Uniform load of 25 lbf/ ft. (1.2 kN/m) applied horizontally.
    - c. Infill load and other loads need not be assumed to act concurrently.
- B. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

### 1.3 SUBMITTALS

- A. Product Data: For mechanically connected railings, grout, anchoring cement, and paint products.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
  - 1. For installed products indicated to comply with design loads, include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
- C. Samples: For each exposed finish required.
- D. Product Test. Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, according to ASTM E 894 and ASTM E 935.

#### PART 2 - PRODUCTS

## 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Stainless-Steel Pipe and Tube Railings:
    - a. Blum, Julius & Co., Inc. (Connectorail System)
    - b. Tubular Specialties Manufacturing, Inc. (Stainless Steel Connect System)
  - 2. Stainless-steel cable System
    - a. J. G. Braun Company, (Utra-Tec Cable Railing System)
    - b. Hayn Lines, (Stainless Steel Cable System)
    - c. C. Sherman Johnson Co. Inc. (Stainless Steel Cable Fittings)

### 2.2 METALS

A. Brackets, Flanges, and Anchors: Cast or formed metal of same type of material and finish as supported rails, unless otherwise indicated.

#### B. Stainless Steel:

- 1. Tubing: ASTM A 554, Grade MT 304.
- 2. Pipe: ASTM A 312/A 312M, Grade TP 304. End pipes for Stainless steel cable railing systems shall have heavy wall construction to support tension of cables.
- 3. Castings: ASTM A 743/A 743M, Grade CF 8 or CF 20
- 4. Cable (Wire): 316 grade stainless steel.

## 2.3 MISCELLANEOUS MATERIALS

- A. Fasteners: Provide concealed fasteners, unless unavoidable or standard for railings indicated.
  - 1. Stainless-Steel Railings: Type 304 stainless-steel fasteners.
- B. Anchors: Provide cast-in-place anchors, fabricated from corrosion-resistant materials with capability to sustain, without failure, a load equal to four times the load imposed when installed in concrete, as determined by testing per ASTM E 488.
- C. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.
- D. Grout and Anchoring Cement: Factory-packaged, nonshrink, nonmetallic grout complying with ASTM C 1107; or water-resistant, nonshrink anchoring cement; recommended by manufacturer for exterior use.

### 2.4 FABRICATION

- A. General: Fabricate railings to comply with design, dimensions, and details indicated, but not less than that required to support structural loads.
- B. Welded Connections: Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.
- C. Nonwelded Connections: Connect members with concealed mechanical fasteners and fittings.
- D. Form changes in direction by inserting prefabricated elbow fittings.

- E. Form curves by bending in jigs to produce uniform curvature; maintain cross section of member throughout bend without cracking or otherwise deforming exposed surfaces.
- F. Close exposed ends of railing members with prefabricated end fittings.
- G. Provide wall returns at ends of wall-mounted handrails, unless otherwise indicated.
- H. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members to other work, unless otherwise indicated.
- I. Ball End: Provide a ball end with a threaded termination stud swage turnbuckle for 1/4" wire size.
- J. Tubed Corner Section: Provide tubed corner sections to allow a change in direction of cables without damage to the cables.

### 2.5 FINISHES

- A. Stainless Steel Pipes and Tubes:
  - 1. 180-Grit Polished Finish: Oil-ground, uniform, textured finish.
  - 2. Directional Satin Finish: No. 4.

#### PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. General: Perform cutting, drilling, and fitting required for installing railings. Set railings accurately in location, alignment, and elevation.
  - 1. Set posts plumb within a tolerance of 1/16 inch in 3 feet (2 mm in 1 m).
  - 2. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet (5 mm in 3 m).
- B. Anchor posts in concrete by inserting into preset steel pipe sleeves and grouting annular space.
- C. Anchor railing ends to concrete with round flanges connected to railing ends and anchored to wall construction with anchors and bolts.
- D. Attach handrails to wall with wall brackets and or welded to pipe supports:

- 1. Use type of bracket with flange tapped for concealed anchorage to threaded hanger bolt.
- 2. For anchoring to rail use manufacturers standard anchorage.

# E. Adjusting and Cleaning:

1. Immediately after erection, clean field welds, bolted connections, and abraded areas of foreign material. Repair or replace all damaged members or surfaces.

# 3.2 END OF SECTION 05521

## **SECTION 05530 - GRATINGS**

### PART 1 - GENERAL

### 1.1 SUMMARY

- A. This Section includes the following:
  - 1. Metal bar gratings.
  - 2. Metal frames and supports for gratings.

## 1.2 PERFORMANCE REQUIREMENTS

- A. Grating Structural Performance: Capable of withstanding the following structural loads without exceeding the allowable design working stress of the materials involved:
  - 1. Walkways: Uniform load of 60 lbf/sq. ft. (2.87 kN/sq. m). Limit deflection to L/360 or 1/4 inch (6.4 mm), whichever is less.

## 1.3 SUBMITTALS

- A. Product Data: For the following:.
  - 1. Clips and anchorage devices for gratings..
- B. Shop Drawings: Detail fabrication and installation of gratings.
  - 1. Include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

## 1.4 QUALITY ASSURANCE

- A. Metal Bar Grating Standards: Comply with applicable requirements in the following:
  - 1. NAAMM MBG 531, "Metal Bar Grating Manual for Steel, Stainless Steel, and Aluminum Gratings and Stair Treads."

### 1.5 COORDINATION

A. Furnish Setting Drawings, templates, and directions for installing frames and anchorages, including concrete inserts. Deliver frames and built-in anchorages, including concrete inserts, to Project site as needed to make progress and avoid delays.

### PART 2 - PRODUCTS

### 2.1 METALS

- A. Ferrous Metals:
  - 1. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
  - 2. Wire Rod for Grating Crossbars: ASTM A 510 (ASTM A 510M).

### 2.2 GRATINGS

- A. Metal Bar Gratings:
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Alabama Metal Industries Corp.
    - b. All American Grating, Inc.
    - c. Barnett/Bates Corp.
    - d. Harris Steel Ltd., Fisher & Ludlow Div.
    - e. IKG Borden.
    - f. Klemp Corp.
    - g. Ohio Gratings, Inc.
    - h. Seidelhuber Metal Products, Inc.
    - i. Tru-Weld Grating, Inc.
  - 2. Welded Steel Gratings: W-19-4 (1-1/2 x 3/16) STEEL: 1-1/2-by-3/16-inch (38-by-4.8-mm) bearing bars at 1-3/16 inches (30 mm) o.c., and crossbars at 4 inches (102 mm) o.c.
  - 3. Traffic Surface for Steel Bar Gratings: Plain.

- 4. Steel Finish: Hot-dip galvanized with a coating weight of not less than 1.8 oz./sq. ft. (550 g/sq. m) of coated surface.
- 5. Fabricate removable grating sections with banding bars attached by welding to entire perimeter of each section.
  - a. Fasteners: Threaded bolts with nuts and washers for securing grating to supports
  - b. Fasteners: Galvanized malleable-iron flange clamp with galvanized bolt for securing grating to supports designed to be installed from above grating by one person.
    - 1) Product: Struct-Fast Inc.; Grate-Fast.
- 6. Fabricate cutouts in grating sections for penetrations indicated. Edge-band openings with bars of the same size and material as bearing bars.

### 2.3 PAINT

A. Galvanizing Repair Paint: High-zinc-dust-content paint for regalvanizing welds in steel, complying with SSPC-Paint 20.

### 2.4 FASTENERS

- A. Fasteners: Provide Type 304 or 316 stainless-steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B 633, Class Fe/Zn 5, where built into exterior walls.
- B. Expansion Anchors: Anchor bolt and sleeve assembly with capability to sustain, without failure, a load equal to four times the load imposed when installed in concrete, as determined by testing per ASTM E 488.

### 2.5 FABRICATION

- A. Fabrication, General: Provide material in size, thickness, and finish indicated or, if not indicated, as recommended by manufacturer for indicated applications and as needed to support indicated loads.
  - Use connections that maintain structural value of joined pieces. Form from materials of size, thickness, and shapes indicated, but not less than that needed to support indicated loads.

- 2. Shear and punch metals cleanly and accurately. Remove burrs.
- 3. Fabricate toeplates for attaching in the field.
- B. Grating Frames and Supports: Fabricate from structural steel of welded construction to sizes, shapes, and profiles indicated and as necessary to receive gratings. Equip units with anchors for casting into concrete.
  - 1. Galvanize exterior frames and supports.

### 2.6 FINISHES

- A. Finish gratings, frames, and supports after assembly.
- B. Galvanizing: For those items indicated for galvanizing, apply zinc coating by the hot-dip process complying with ASTM A 123.

#### PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Perform cutting, drilling, and fitting required for installing gratings. Set units accurately in location, alignment, and elevation.
- B. Fit exposed connections accurately together. Weld connections that are not to be left as exposed joints but cannot be shop welded. Do not weld, cut, or abrade surfaces of galvanized units that are for bolted or screwed field connections.
- C. Attach toe plates to gratings by welding.
- D. Metal Bar Gratings: Comply with recommendations of referenced metal bar grating standards.
  - 1. Attach removable units with clips and fasteners indicated.
  - 2. Attach nonremovable units to supporting members by welding where both materials are the same; otherwise, fasten by bolting.
- E. Touch up surfaces and finishes after erection.
  - 1. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780.

END OF SECTION 05530

## SECTION 07115 - BITUMINOUS DAMPPROOFING

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. This Section includes cold-applied, emulsified- asphalt dampproofing.

### 1.2 SUBMITTALS

A. Product Data: For each product indicated.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:
  - 1. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified.

#### 2.2 BITUMINOUS DAMPPROOFING

- A. Odor Elimination: For interior and concealed-in-wall uses, provide dampproofing material warranted by manufacturer to be substantially odor free after drying for 24 hours under normal conditions.
- B. Cold-Applied, Emulsified-Asphalt Dampproofing:
  - 1. Trowel Coats: ASTM D 1227, Type II, Class 1.
  - 2. Fibered Brush and Spray Coats: ASTM D 1227, Type II, Class 1.
  - 3. Brush and Spray Coats: ASTM D 1227, Type III, Class 1.
  - 4. Manufacturers:
    - a. Euclid Chemical Company (The).

- b. Gardner Asphalt Corporation.
- c. Henry Company.
- d. Karnak Corporation.
- e. Koppers Industries, Inc.
- f. Malarkey Roofing Company.
- g. Meadows, W. R., Inc.
- h. Sonneborn, Div. of ChemRex, Inc.
- i. Tamms Industries.

### 2.3 MISCELLANEOUS MATERIALS

A. Emulsified-Asphalt Primer: ASTM D 1227, Type III, Class 1, except diluted with water as recommended by manufacturer.

#### PART 3 - EXECUTION

### 3.1 APPLICATION, GENERAL

- A. Clean substrates of projections and substances detrimental to work; fill voids, seal joints, and apply bond breakers if any, as recommended by prime material manufacturer.
- B. Apply dampproofing to footings and foundation walls from finished-grade line to top of footing, extend over top of footing, and down a minimum of 6 inches (150 mm) over outside face of footing.
  - 1. Extend 12 inches (300 mm) onto intersecting walls and footings, but do not extend onto surfaces exposed to view when Project is completed.
  - 2. Install flashings and corner protection stripping at internal and external corners, changes in plane, construction joints, cracks, and where shown as "reinforced," by embedding an 8-inch- (200-mm-) wide strip of asphalt-coated glass fabric in a heavy coat of dampproofing. Dampproofing coat required for embedding fabric is in addition to other coats required.
- C. Apply dampproofing to provide continuous plane of protection on interior face of above grade, exterior concrete walls unless walls are indicated to receive direct application of paint.

## 3.2 COLD-APPLIED, EMULSIFIED-ASPHALT DAMPPROOFING

A. On Concrete Foundations and Retaining walls: Apply two brush or spray coats at not less than 1.5 gal./100 sq. ft. (0.6 L/sq. m) for first coat and 1 gal./100 sq. ft. (0.4 L/sq. m) for second coat, one fibered brush or spray coat at not less than 3 gal./100 sq. ft. (1.2 L/sq. m), or one trowel coat at not less than 4 gal./100 sq. ft. (1.6 L/sq. m).

## 3.3 INSTALLATION OF PROTECTION COURSE

A. Where indicated, install protection course over completed-and-cured dampproofing. Comply with dampproofing material manufacturer's written recommendations for attaching protection course. Support protection course with spot application of trowel-grade mastic where not otherwise indicated.

END OF SECTION 07115

## **SECTION 07920 - JOINT SEALANTS**

### PART 1 - GENERAL

### 1.1 SUMMARY

- A. This Section includes joint sealants for the following applications, including those specified by reference to this Section:
  - 1. Exterior joints in vertical surfaces and horizontal nontraffic surfaces.
- B. See Division 2 Section "Pavement Joint Sealants" for sealing joints in pavements, walkways, and curbing.

## 1.2 PERFORMANCE REQUIREMENTS

A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.

### 1.3 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples: For each type and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- (13-mm-) wide joints formed between two 6-inch- (150-mm-) long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- C. Preconstruction field test. reports.
- D. Compatibility and adhesion test. reports.
- F. Product certificates.

## 1.4 QUALITY ASSURANCE

A. Preconstruction Compatibility and Adhesion Testing: Submit samples of materials that will contact or affect joint sealants to joint-sealant manufacturers for testing according to

manufacturer's standard test. method to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.

B. Preconstruction Field-Adhesion Testing: Before installing elastomeric sealants, field test. their adhesion to Project joint substrates according to the method in ASTM C 1193 that is appropriate for the types of Project joints.

#### 1.5 WARRANTY

- A. Special Installer's Warranty: Installer's standard form in which Installer agrees to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer's standard form in which elastomeric sealant manufacturer agrees to furnish elastomeric joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Ten years from date of Substantial Completion.

#### PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products listed in other Part 2 articles.
- B. Products: Subject to compliance with requirements, provide one of the products listed in other Part 2 articles.

## 2.2 MATERIALS, GENERAL

A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing and field experience.

B. Colors of Exposed Joint Sealants: As selected by architect from manufacturer's standard colors.

### 2.3 ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
- B. Stain-Test.-Response Characteristics: Where elastomeric sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.
- C. Single-Component Neutral-Curing Silicone Sealant:
  - 1. Products:
    - a. Dow Corning Corporation; 799.
    - b. GE Silicones: UltraGlaze SSG4000.
    - c. GE Silicones: UltraGlaze SSG4000AC.
    - d. Polymeric Systems Inc.; PSI-631.
    - e. Schnee-Morehead, Inc.; SM5731 Poly-Glaze Plus.
    - f. Tremco; Proglaze SG.
    - g. Tremco; Spectrem 2.
    - h. Tremco; Tremsil 600.
  - 2. Type and Grade: S (single component) and NS (nonsag).
  - 3. Class: 25.
  - 4. Use Related to Exposure: NT (nontraffic Uses Related to Joint Substrates: M, G, A, and, as applicable to joint substrates indicated, O.

### 2.4 JOINT-SEALANT BACKING

A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin) or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance:
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

#### 2.5 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants.
  - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant.
    - a. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air.
  - 2. Remove laitance and form-release agents from concrete.

- Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.
- B. Joint Priming: Prime joint substrates, where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

### 3.2 INSTALLATION

- A. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- B. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  - 1. Do not leave gaps between ends of sealant backings.
  - 2. Do not stretch, twist, puncture, or tear sealant backings.
  - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
  - 1. Place sealants so they directly contact and fully wet joint substrates.
  - 2. Completely fill recesses in each joint configuration.
  - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads

of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

- 1. Remove excess sealant from surfaces adjacent to joints.
- 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
- 3. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.
- F. Installation of Preformed Silicone-Sealant System: Comply with manufacturer's written instructions.
- G. Installation of Preformed Foam Sealants: Install each length of sealant immediately after removing protective wrapping, taking care not to pull or stretch material, producing seal continuity at ends, turns, and intersections of joints. For applications at low ambient temperatures where expansion of sealant requires acceleration to produce seal, apply heat to sealant in compliance with sealant manufacturer's written instructions.
- H. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

### 3.3 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Exterior vertical and horizontal nontraffic construction joints in cast-in-place concrete.
  - 1. Joint Sealant: Single-component neutral-curing silicone sealant]
  - 2. Joint-Sealant Color: as selected by architect from manufacturers standard colors.

**END OF SECTION 07920**